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101095912

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

King Edward Technology, Inc.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 14, 1999

2. Name and address of receiving party(ies)

Name: BANKBOSTON, N.A.

Internal Address: Suite 2002

Street Address: One Landmark Square

City: Stamford State: CT ZIP: 06901

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Connecticut Banking Corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See attached Schedule 2, Part I

B. Trademark Registration No.(s)

See attached Schedule 2, Part I

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Donald C. Lucas, Esq.

Internal Address: BIERMAN, MUSERLIAN AND LUCAS

Street Address: 600 Third Avenue

City: New York State: NY ZIP: 10016

6. Total number of applications and registrations involved: 150

7. Total fee (37 CFR 3.41).....\$ 3,765.00

- Enclosed
- Authorized to charge any fee due or credit any overpayment to deposit account

8. Deposit account number:

02-2275

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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01 F61401
02 FL3402
Statement and signature. 40.00 OP
3725.00 OP

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Donald C. Lucas, Esq.

Name of Person Signing

Donald Lucas
Signature

July 13, 1999

Date

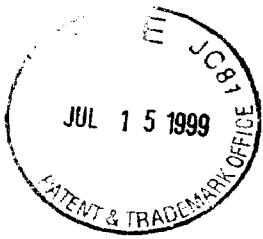
Total number of pages including cover sheet, attachments, and document: 46

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK

REEL: 001925 FRAME: 0625



SCHEDULE 2, PART I

<u>Trademark</u>	<u>Reg. No.</u>	<u>Dated</u>
LA DILIGENCIA Label	88,169	9-3-12
7-20-4 & Design	183,038	4-22-24
R.G. SULLIVAN'S	183,039	4-22-24
BERING Label	185,311	6-10-24
BLACKSTONE	207,484	1-5-26
KING EDWARD THE SEVENTH & Portrait	219,035	10-12-26
BERING Label Design	245,639	8-21-28
BERING Label Design	245,778	8-21-28
LA FLAMINGO & Design	262,165	10-1-29
Portrait Design	274,834	9-9-30
KING ALBERT	275,172	9-16-30
SANTA FE & Design	317,621	10-2-34
SANTA FE & Design	317,622	10-2-34
S & S	343,162	2-9-37
Label Design	346,533	6-1-37
KING EDWARD S&S Label Design	360,430	9-20-38
PATTIES & Design	370,307	8-22-39
SANTA FE	396,981	8-11-42
SOLITAIRE	444,356	12-12-50
CASA MARINA & Design	501,654	8-17-48
MAIL POUCH & Design	501,855	8-24-48
MAIL POUCH (Stylized)	502,027	9-7-48
SANTA FE CHIEF	502,033	9-7-48

<u>Trademark</u>	<u>Reg. No.</u>	<u>Dated</u>
EIGHT BROTHERS (Stylized)	502,168	9-14-48
TRUMPS (Stylized)	502,169	9-14-48
WHALEN	506,972	2-22-49
O.B.JOYFUL (Stylized)	506,973	2-22-49
BONUS	510,619	6-7-49
SANTA FE HIGH GRADE & Design	512,431	7-19-49
SOCIETY (Stylized)	519,081	12-20-49
THREE THISTLES	519,082	12-20-49
VIKING (Stylized)	519,083	12-20-49
22 in Oval Design	519,084	12-20-49
SANTA FE HIGH GRADE & Design	522,537	3-21-50
LADIES CHOICE (Stylized)	527,177	7-4-50
RIALTO	528,456	8-1-50
WORKMATE	534,601	12-12-50
FLAMINGO & Design	535,300	12-26-50
LA PRIMADORA	543,255	6-5-51
CRITERION	552,842	1-1-52
SUPERIOR G & Design	562,934	8-19-52
SQUARE & Design	567,290	12-2-52
NAVY	569,848	2-3-53
RAILROAD MILLS	573,096	4-14-53
DIXIE MAID & Design	577,985	7-28-53
ROYAL GOLD	577,986	7-28-53
CHECKERBERRY (Stylized)	578,393	8-11-53

<u>Trademark</u>	<u>Reg. No.</u>	<u>Dated</u>
STRAWBERRY (Stylized)	578,395	8-11-53
WILD CHERRY	578,396	8-11-53
POM POM OPERAS & Design	586,551	3-9-54
HUNTER & Horse Design	592,138	7-6-54
HUNTER	596,984	10-19-54
KING EDWARD THE SEVENTH & Design	604,727	4-19-55
KING EDWARD THE SEVENTH & Portrait	604,728	4-19-55
EL TRELLES	622,033	2-28-56
Woman Design	622,034	2-28-56
KEEP MOVING	622,036	2-28-56
BACCHANTE & Design	651,960	9-24-57
TUB & Design	664,294	7-15-58
SILVER CUP & Design	665,637	8-12-58
EMS & Design	685,013	9-15-59
J-A	696,285	4-19-60
J-A & Design	696,286	4-19-60
COMPEER	709,845	1-17-61
SUAIVITY	709,846	1-17-61
SWISHER SWEETS & Design	735,560	8-7-62
TREAT YOURSELF TO THE BEST	739,649	10-23-62
COAT OF ARMS	751,156	6-18-63
BESTOVAL & Design	751,157	6-18-63

<u>Trademark</u>	<u>Req. No.</u>	<u>Dated</u>
HAMILTON-HARRIS & CO.'S HOME MADE	751,159	6-18-63
COAT OF ARMS & Design	752,795	7-16-63
BERING Blue Label & Label Design	752,796	7-16-63
LA PRIMADORA FALCON	754,475	8-13-63
EL TRELLES	754,476	8-13-63
SCHERMERHORN'S FLAKE MIXTURE & Design	754,477	8-13-63
SCHERMERHORN'S & Design	754,478	8-13-63
SCHERMERHORN'S	754,479	8-13-63
FUTURA	763,778	1-28-64
LA PRIMADORA DIPLOMAT	769,829	5-19-64
SPANISH COLONIAL STYLE & Design	770,226	5-26-64
DIXIE	787,048	3-23-65
UNIVERSAL	789,564	5-18-65
MIRAMAR	791,300	6-22-65
OPTIMO	794,683	8-24-65
LA PRIMADONNA	804,150	2-22-66
BOLERO	812,412	8-9-66
AMS & Design	819,403	11-29-66
Geometric Design	821,040	12-27-66
SMS & Design	826,754	4-4-67
SANTAELLAS	834,598	9-5-67
OLYMPIA	834,600	9-5-67
THORA	834,974	9-12-67
KING EDWARD	835,375	9-19-67

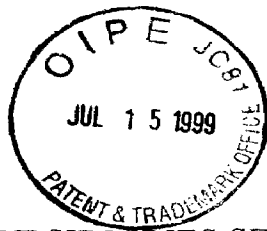
<u>Trademark</u>	<u>Reg. No.</u>	<u>Dated</u>
77 & Design	840,774	12-19-67
ULTIMA	842,741	1-23-68
CAMARO	847,284	4-9-68
EPOCA	850,888	6-18-68
SANTA FE & Design	868,126	4-15-69
BRAN-DEE	882,294	12-9-69
VAN DER MEER	882,740	12-23-69
LA PRIMADORA & Design	883,185	12-30-69
AS YOU LIKE IT	897,243	8-25-70
HHS	899,078	9-22-70
BERING 9/09	900,064	10-6-70
"200"	927,158	1-18-72
JACKSON'S APPLEJACK	987,210	7-2-74
R.G. SULLIVAN'S DEXTER & Design	992,974	9-10-74
HADDON HALL	1,019,681	9-2-75
LA INTIMIDAD DE ANTONIO CARUNCHO & Design	1,052,029	11-2-76
DON JULIO	1,059,528	2-15-77
LA DILIGENCIA & Design	1,089,403	4-11-78
BERING	1,096,231	7-11-78
BRINDLEY'S	1,098,309	8-1-78
CHATTANOOGA CHEW	1,107,484	11-28-78
GOLD RIVER	1,178,412	11-17-81
SILVER CREEK	1,179,453	11-24-81
WESTERN CUT	1,193,736	4-13-82

<u>Trademark</u>	<u>Reg. No.</u>	<u>Dated</u>
TAMPIMPORT	1,195,351	5-11-82
COUNTRY ROADS	1,221,983	12-28-82
REDWOOD	1,282,752	6-19-84
CIGAR BAR	1,346,967	7-2-85
COOPER	1,363,661	10-1-85
LANCASTER & Design	1,401,491	7-15-86
JUDD	1,470,891	12-29-87
COUNTRY BLEND	1,547,631	7-11-89
MAIL POUCH SELECT & Design	1,654,065	8-13-91
KING EDWARD DIAMONDS	1,693,471	6-9-92
BUTTERCUP	1,712,068	9-1-92
STARBRITE	1,724,105	10-13-92
HONEY BEE	1,726,093	10-20-92
SWISHER SWEETS	1,729,732	11-3-92
OUTLAWS	1,759,228	3-16-93
SWISHER INTERNATIONAL, INC. & Design	1,792,861	9-14-93
STARR VALUE	1,836,338	5-10-94
SUPERIOR VALUE	1,890,652	4-18-95
SWISHER	1,908,708	8-1-95
HELME	1,957,231	2-20-96
BOWIE	1,967,254	4-9-96

<u>Trademark</u>	<u>Reg. No.</u>	<u>Dated</u>
EARL CAULFIELD'S	2,037,216	2-11-97
SABROSO	2,058,311	4-29-97
FLOR DE JALAPA	2,062,192	5-13-97
SUPERIOR VALUE & Des.	2,070,971	6-17-97
SANTIAGO SILK	2,160,721	5-26-98
CORRAL, WODISKA'S CAZADORES	2,161,388	6-2-98
TIBURON	2,170,830	7-7-98
OPTIMO BRIGADIER	2,241,236	4-20-99
MACBETH	2,231,235	3-9-99
LA INTIMIDAD	2,232,161	3-16-99

PENDING UNITED STATES TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Appln. Serial No.</u>	<u>Application Date</u>
TOPS & Design	75/578,629	10-28-98
WOMAN Design	75/686,849	4-19-99



SUBSIDIARIES SECURITY AGREEMENT

SUBSIDIARIES SECURITY AGREEMENT, dated as of June 14, 1999, made by each of the corporations that are signatories hereto (the "Pledgors" and each, a "Pledgor"), in favor of BANKBOSTON, N.A., as administrative agent (in such capacity, the "Administrative Agent") for the Lenders parties to the Credit Agreement, dated as of June 14, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among (i) Swisher International Inc., a Delaware corporation, (ii) SIGI Acquisition Corporation, a Delaware corporation, (iii) Swisher International Group Inc., a Delaware corporation, (iv) the other credit parties from time to time parties thereto, (v) the several banks and other financial institutions from time to time parties thereto (the "Lenders"), (vi) The Bank of Nova Scotia, as Syndication Agent, (vii) Credit Lyonnais New York Branch, as Documentation Agent, (viii) The Chase Manhattan Bank, as Managing Agent, and (ix) the Administrative Agent.

Background

A. Pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrowers upon the terms and subject to the conditions set forth therein; and

B. It is a condition precedent to the obligation of the Lenders to make their respective Loans to the Borrowers under the Credit Agreement that each Pledgor guarantee payment and performance of all obligations of the Borrowers under the Credit Agreement, the Notes, the other Loan Documents and the Interest Rate Hedge Agreements; and

C. In satisfaction of such condition, the Pledgors have entered into a Subsidiaries Guarantee of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Guarantee") for the benefit of the Administrative Agent and the Lenders; and

D. It is a further condition precedent to the obligation of the Lenders to make their respective Loans to the Borrowers under the Credit Agreement that each Pledgor shall have executed and delivered this Security Agreement to secure payment and performance of such Pledgor's obligations under the Guarantee.

Agreement

In consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective Loans to the Borrowers, each Pledgor hereby agrees with the Administrative Agent, for the ratable benefit of the Lenders, as follows:

1. Defined Terms.

1.1 Definitions. (a) Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement and the following terms which are defined in the Uniform Commercial Code in effect in the State of New York on the date hereof are used

herein as so defined: Accounts, Chattel Paper, Contracts, Documents, Equipment, Farm Products, General Intangibles, Goods, Instruments, Inventory, Investment Property and Proceeds.

(b) The following terms shall have the following meanings:

"Agreement": this Security Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Code": the Uniform Commercial Code as from time to time in effect in the State of New York.

"Collateral": as defined in Section 2.

"Collateral Account": any collateral account established by the Administrative Agent as provided in Section 5.3 or Section 7.2.

"Obligations": the collective reference to the unpaid principal of and interest on the Loans and all other obligations and liabilities of the Borrowers to the Administrative Agent and the Lenders (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrowers, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, the Notes, this Agreement, the other Loan Documents, any Interest Rate Hedge Agreement, or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by the Borrowers pursuant to the terms of the Credit Agreement, this Agreement or any other Loan Document or any Interest Rate Hedge Agreement entered into by any Borrower with any Lender).

"Patents": (a) all letters patent of the United States or any other country and all reissues and extensions thereof, including, without limitation, any thereof referred to in Schedule 1 hereto, and (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, including, without limitation, any thereof referred to in Schedule 1.

"Patent License": all agreements, whether written or oral, providing for the grant by or to any Pledgor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any thereof referred to in Schedule 1.

"Receivable": any right to payment for goods sold or leased or for services rendered, whether or not such right is evidenced by an Instrument or Chattel Paper and

whether or not it has been earned by performance (including, without limitation, any Account).

"Secured Obligations": the collective reference to (a) the Obligations and (b) all obligations and liabilities of the Pledgors which may arise under or in connection with this Agreement or any other Loan Document to which any Pledgor is a party, whether on account of reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by any Pledgor pursuant to the terms of this Agreement or any other Loan Document to which such Pledgor is a party).

"Trademarks": (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency any State of the United States, or any other country or any political subdivision thereof, or otherwise, including, without limitation, any thereof referred to in Schedule 2, and (b) all renewals thereof.

"Trademark License": means any agreement, written or oral, providing for the grant by or to any Pledgor of any right to use any Trademark, including, without limitation, any thereof referred to in Schedule 2.

1.2 Other Definitional Provisions. (a) The words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section, subsection and Schedule references are to this Agreement unless otherwise specified.

(b) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest.

(a) As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, each Pledgor hereby grants to the Administrative Agent for the ratable benefit of the Lenders a security interest in all of the following property now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Documents;

- (iv) all Equipment;
- (v) all General Intangibles;
- (vi) all Instruments;
- (vii) all Inventory;
- (viii) all Investment Property;
- (ix) all Patents;
- (x) all Patent Licenses;
- (xi) all Trademarks;
- (xii) all Trademark Licenses;
- (xiii) all books and records pertaining to the Collateral; and

(xiv) all deposit and other bank accounts and all deposits therein and investments made with the funds therein;

(xv) all money, cash and cash equivalents;

(xvi) all other Goods and interests in property of any kind, nature or description whatsoever, whether tangible or intangible, whether real or personal, and whether now or hereafter owned or existing, leased, consigned by or to or acquired by, any Pledgor and wherever located; and

(xvii) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and all collateral security and guarantees given by any Person with respect to any of the foregoing.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Secured Obligations and to induce Lenders as aforesaid, each Pledgor grants to the Administrative Agent, for the ratable benefit of the Lenders, a security interest in all property of such Pledgor held by the Administrative Agent or any other Lender including, without limitation, all property of every description now or hereafter in the possession or custody of, or in transit to the Administrative Agent or any other Lender for any purpose, including safekeeping, collection or pledge, for the account of such Pledgor, or as to which such Pledgor may have any right or power.

(c) The grant contained in subsection (a) above shall secure all obligations under Interest Rate Hedge Agreements and all other Secured Obligations on a pari passu basis.

(d) If any Pledgor enters into an Interest Rate Hedge Agreement with a Lender prior to the date that it ceased to be a "Lender", such Lender shall continue to be a secured party hereunder with respect to such Pledgor's obligations relating to any such swap transaction.

3. Representations and Warranties. Each Pledgor hereby represents and warrants that:

3.1 Power and Authority. Such Pledgor has the corporate power and authority and the legal right to execute and deliver, to perform its obligations under, and to grant the security interest in the Collateral pursuant to, this Agreement and has taken all necessary corporate action to authorize its execution, delivery and performance of, and grant of the security interest in the Collateral pursuant to, this Agreement.

3.2 Title; No Other Liens. Except for the security interest granted to the Administrative Agent for the ratable benefit of the Lenders pursuant to this Agreement and except for Liens permitted by Section 6.3 of the Credit Agreement (the "Permitted Liens"), such Pledgor owns its respective Collateral free and clear of any and all Liens or claims of others. No financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as have been filed in favor of the Administrative Agent, for the ratable benefit of the Lenders, pursuant to this Agreement or as have been filed or recorded in connection with Permitted Liens.

3.3 Enforceable Obligation; Perfected, First Priority Security Interests. This Agreement constitutes a legal, valid and binding obligation of such Pledgor, enforceable in accordance with its terms, subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally, general equitable principles (whether considered in a proceeding in equity or at law) and an implied covenant of good faith and fair dealing. The security interests granted pursuant to this Agreement (a) constitute perfected security interests in the Collateral in favor of the Administrative Agent, for the ratable benefit of the Lenders, as collateral security for the Secured Obligations and all filings and other actions required to perfect such security interests in the Collateral in accordance with Schedule 3 have been taken, and (b) are prior to all other Liens on the Collateral in existence on the date hereof except for the Permitted Liens. Notwithstanding the above, with respect to the foreign trademarks referred to in Part II of Schedule 2, no Pledgor represents nor warrants that the interests granted pursuant to this Agreement create security interests, nor that such security interests are perfected, nor that such security interests are prior to all other Liens on the foreign trademarks, in each case under the law of any foreign jurisdiction.

3.4 No Violation. The execution, delivery and performance of this Agreement will not violate any provision of any Requirement of Law or Contractual Obligation of such Pledgor and will not result in the creation or imposition of any Lien on any of the properties or revenues of such Pledgor pursuant to any Requirement of Law or Contractual Obligation of such Pledgor, except the security interests created hereby.

3.5 No Consents Required. No consent or authorization of, filing with, or other act by or in respect of, any arbitrator or Governmental Authority and no consent of any

other Person (including, without limitation, any stockholder or creditor of such Pledgor), is required in connection with the execution, delivery, performance, validity or enforceability of this Agreement.

3.6 No Litigation. No litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of such Pledgor, threatened by or against such Pledgor or against any of its properties or revenues with respect to this Agreement or any of the transactions contemplated hereby.

3.7 Inventory and Equipment. The Inventory and the Equipment are kept at the locations listed on Schedule 4.

3.8 Chief Executive Office. Each Pledgor's chief executive office is located at the address set forth under such Pledgor's name on the signature page hereto.

3.9 Farm Products. None of the Collateral constitutes, or is the Proceeds of, Farm Products.

4. Covenants. Each Pledgor covenants and agrees with the Administrative Agent and the Lenders that, from and after the date of this Agreement until the Secured Obligations shall have been paid in full and the Commitments shall have expired or otherwise been terminated:

4.1 Maintenance of Property. Such Pledgor will keep the Equipment and Inventory in good working order and condition.

4.2 Inspection of Property Books and Records; Discussions. Such Pledgor will keep proper books of records and account in which full, true and correct entries in conformity with GAAP and all Requirements of Law shall be made of all dealings and transactions in relation to the Collateral. Such Pledgor will permit representatives of any Lender to visit and inspect any of such Pledgor's properties where any of the Collateral or any of such Pledgor's books and records relating to the Collateral are located and to inspect the Collateral and to examine and make abstracts from any of its books and records at any time and as often as may be desired and to discuss the condition and operation of the Collateral with officers and employees of such Pledgor and with its independent certified public accountants.

4.3 Maintenance of Insurance. (a) Such Pledgor will maintain, with financially sound and reputable companies, insurance policies, in accordance with industry practice, (i) insuring the Inventory and Equipment against loss by fire, explosion, theft and such other casualties as may be satisfactory to the Administrative Agent and (ii) insuring such Pledgor, the Administrative Agent and the Lenders against liability for personal injury and property damage relating to such Inventory and Equipment, such policies to be in such form and amounts and having such coverage as may be satisfactory to the Administrative Agent and the Lenders, with losses payable to each Pledgor, the Administrative Agent and the Lenders as their respective interests may appear.

(b) All such insurance shall (i) provide that no cancellation, material reduction in amount or material change in coverage thereof shall be effective until at least 30 days after receipt

by the Administrative Agent of written notice thereof, (ii) name the Administrative Agent and the Lenders as insured parties, (iii) include a breach of warranty clause and (iv) be reasonably satisfactory in any other respects to the Administrative Agent.

(c) Such Pledgor shall deliver to the Administrative Agent and the Lenders a report of a reputable insurance broker with respect to such insurance during each calendar year at a time established by the Administrative Agent and such supplemental reports with respect thereto as the Administrative Agent may from time to time request.

4.4 Payment of Obligations. Such Pledgor will pay and discharge or otherwise satisfy at or before maturity or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if the amount or validity thereof is currently being contested in good faith by appropriate proceedings, reserves in conformity with GAAP with respect thereto have been provided on the books of such Pledgor and such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest therein.

4.5 Limitation on Dispositions and Liens; Further Documentation. (a) Such Pledgor will not sell, transfer, lease or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so, except as permitted by the Credit Agreement.

(b) Such Pledgor will not create, incur or permit to exist any Lien or claim on or to the Collateral, other than the security interests created hereby and the Permitted Liens, will maintain the security interest created by this Agreement as a perfected security interest having at least the priority described in Section 3.3 and will defend such security interest against claims and demands of all Persons whomsoever.

(c) At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of such Pledgor, such Pledgor will promptly and duly execute and deliver such further instruments and documents and take such further actions as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the security interests created hereby.

4.6 Delivery of Instruments and Chattel Paper. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Chattel Paper, such Instrument or Chattel Paper shall be immediately delivered to the Administrative Agent, duly indorsed in a manner satisfactory to the Administrative Agent, to be held as Collateral pursuant to this Agreement.

4.7 Changes in Locations, Name, etc. Such Pledgor will not:

(a) permit any of the Inventory or Equipment to be kept at a location other than those listed on Schedule 3;

(b) change the location of its chief executive office from that specified in Section 3.8; or

(c) change its name, identity or corporate structure to such an extent that any financing statement filed by the Administrative Agent in connection with this Agreement would become seriously misleading

unless it shall have provided at least 30 days prior written notice to the Administrative Agent of any such event including the new or additional location of the Inventory and Equipment, the new location of its chief executive office or the change in name, identity or corporate structure, as the case may be. Any notice given pursuant to this Section 4.7 shall be deemed to amend Section 3.8 or Schedule 3, as the case may be. In connection with any actions permitted by this Section 4.7, the Administrative Agent shall be entitled to receive any legal opinions it requests as to the continued perfection of the security interest granted hereby in the Collateral, which opinions shall be deemed satisfactory to the Administrative Agent if substantially similar to the perfection opinions given with respect thereto on or after the Closing Date.

4.8 Maintenance of Perfected Security Interest; Further Documentation. (a)

Each Pledgor shall maintain the security interest created by this Agreement as a continuing, absolute and unconditional perfected security interest having at least the priority described in Section 3.3 and shall defend such security interest against the claims and demands of all Persons whomsoever.

(b) At any time and from time to time, upon the written request of the Administrative Agent, and at the sole expense of the Pledgors, the Pledgors will promptly and duly execute and deliver such further instruments and documents and take such further actions as the Administrative Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the security interests created hereby.

4.9 Further Identification of Collateral. Such Pledgor will furnish to the Administrative Agent and the Lenders from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Administrative Agent may request, all in reasonable detail.

4.10 Notices. Such Pledgor will advise the Administrative Agent and the Lenders promptly, in reasonable detail, at their respective addresses for notices provided for in the Credit Agreement:

(a) of any Lien (other than security interests created hereby or Permitted Liens) on any of the Collateral; and

(b) of the occurrence of any other event which could be expected to have a Material Adverse Effect on the aggregate value of the Collateral or on the security interests created hereby.

(a) change its name, identity or corporate structure, except with respect to the Merger, to such an extent that any financing statement filed by the Administrative Agent in connection with this Agreement would become seriously misleading;

unless it shall have provided at least 30 days prior written notice to the Administrative Agent of any such event including the new or additional location of the Inventory and Equipment, the new location of its chief executive office or the change in name, identity or corporate structure, as the case may be. Any notice given pursuant to this Section 4.10 shall be deemed to amend Section 3.8 or Schedule 4, as the case may be. In connection with any actions permitted by this Section 4.10, the Administrative Agent shall be entitled to receive any legal opinions it requests as to the continued perfection of the security interest granted hereby in the Collateral, which opinions shall be deemed satisfactory to the Administrative Agent if substantially similar to the perfection opinions given with respect thereto on or after the Closing Date.

4.11 Further Identification of Collateral. Each Pledgor will furnish to the Administrative Agent and the Lenders from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Administrative Agent may request, all in reasonable detail.

4.12 Notices. The Pledgors will advise the Administrative Agent and the Lenders promptly, in reasonable detail, at their respective addresses for notices provided for in the Credit Agreement of:

(a) any Lien (other than security interests created hereby or Liens permitted under the Credit Agreement and other than Permitted Liens) on any of the Collateral; and

(b) of the occurrence of any other event which could reasonably be expected to have a Material Adverse Effect on the aggregate value of the Collateral or on the security interests created hereby.

4.13 Indemnification. Such Pledgor agrees to pay, and to save the Administrative Agent and the Lenders harmless from, any and all liabilities, costs and expenses (including, without limitation, legal fees and expenses) with respect to the execution, delivery, enforcement, performance and administration of this Agreement ("Indemnified Liabilities"), provided that such Pledgor shall have no obligation hereunder to the Administrative Agent or any Lender with respect to Indemnified Liabilities arising from (i) the gross negligence or willful misconduct of the Administrative Agent or any such Lender or (ii) legal proceedings commenced against the Administrative Agent or any Lender by any security holder or creditor thereof arising out of and based upon rights afforded any such security holder or creditor solely in its capacity as such. The agreements in this subsection shall survive repayment of the Loans and all other amounts payable under the Credit Agreement and the other Loan Documents.

5. Provisions Relating to Receivables.

5.1 Pledgor Remains Liable Under Receivables. Anything herein to the contrary notwithstanding, each Pledgor shall remain liable under each of the Receivables to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to each such Receivable. Neither the Administrative Agent nor any Lender shall have any obligation or liability under any Receivable (or any agreement giving rise thereto) by reason of or arising out of this Agreement or the receipt by the Administrative Agent or any Lender of any payment relating to such Receivable pursuant hereto, nor shall the Administrative Agent or any Lender be obligated in any manner to perform any of the obligations of any Pledgor under or pursuant to any Receivable (or any agreement giving rise thereto), to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Receivable (or any agreement giving rise thereto), to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

5.2 Analysis of Receivables. The Administrative Agent shall have the right to make test verifications of the Receivables in any manner and through any medium that it considers advisable, and each Pledgor shall furnish all such assistance and information as the Administrative Agent may require in connection with such test verifications. At any time and from time to time, upon the Administrative Agent's request and at the expense of such Pledgor, each Pledgor shall cause independent public accountants or others satisfactory to the Administrative Agent to furnish to the Administrative Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Receivables. The Administrative Agent in its own name or in the name of others may at any time after the occurrence and during the continuance of an Event of Default communicate with the obligors on the Receivables to verify with them to the Administrative Agent's satisfaction the existence, amount and terms of any Receivables.

5.3 Collections on Receivables. (a) The Administrative Agent hereby authorizes each Pledgor to collect the Accounts, subject to the Administrative Agent's direction and control, and the Administrative Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Receivables, when collected by any Pledgor, (i) shall be forthwith (and, in any event, within two Business Days) deposited by such Pledgor in the exact form received, duly indorsed by such Pledgor to the Administrative Agent if required, in a Collateral Account maintained under the sole dominion and control of the Administrative Agent, subject to withdrawal by the Administrative Agent for the account of the Lenders only as provided in Section 7.3, and (ii) until so turned over, shall be held by such Pledgor in trust for the Administrative Agent and the Lenders, segregated from other funds of the Pledgors.

(b) Each such deposit of Proceeds of Receivables shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit.

(c) At the Administrative Agent's request, each Pledgor shall deliver to the Administrative Agent all original and other documents evidencing, and relating to, the agreements and transactions which gave rise to the Receivables, including, without limitation, all original orders, invoices and shipping receipts.

5.4 Representations and Warranties. (a) No amount payable to any Pledgor under or in connection with any Receivable is evidenced by any Instrument or Chattel Paper which has not been delivered to the Administrative Agent.

(b) Governmental Authorities are not the obligors on more than 2.0% of the Receivables, calculated on the basis of the face amounts of the Receivables.

(c) The amounts represented by each Pledgor to the Lenders from time to time as owing to such Pledgor in respect of the Receivables will at such time be accurate.

5.5 Covenants. (a) other than in the ordinary course of business consistent with its past practice, each Pledgor will not (i) grant any extension of the time of payment of any Receivable, (ii) compromise or settle any Receivable for less than the full amount thereof, (iii) release, wholly or partially, any Person liable for the payment of any Receivable, (iv) allow any credit or discount whatsoever on any Receivable, (v) amend, supplement or modify any Receivable in any manner that could adversely affect the value thereof or (vi) fail to exercise promptly and diligently each and every material right which it may have under each agreement giving rise to a Receivable (other than any right of termination).

(b) Each Pledgor will deliver to the Administrative Agent a copy of each material demand, notice or document received by it that questions the validity or enforceability of more than 5% of the aggregate amount of the then outstanding Receivables.

6. Provisions Relating to Patents and Trademarks.

6.1 Representations and Warranties. (a) Schedule 1 includes all Patents and Patent Licenses owned by each Pledgor in its own name on the date hereof.

(b) Schedule 2 includes all Trademarks and Trademark Licenses owned by each Pledgor in its own name on the date hereof.

(c) To the best of each Pledgor's knowledge, each Patent and Trademark is on the date hereof valid, subsisting, unexpired, enforceable and has not been abandoned.

(d) Except as set forth in either Schedule 1 or Schedule 2, none of such Patents and Trademarks is on the date hereof the subject of any licensing or franchise agreement.

(e) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of any Patent or Trademark in any respect that could be expected to have a Material Adverse Effect.

(f) No action or proceeding is pending on the date hereof (i) seeking to limit, cancel or question the validity of any Patent or Trademark; or (ii) which, if adversely determined, would have a Material Adverse Effect on the value of any Patent or Trademark.

6.2 Covenants.

(a) Each Pledgor (either itself or through licensees) will (i) continue to use each material Trademark on each and every trademark class of goods applicable to its current line as reflected in its current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) employ such Trademark with the appropriate notice of registration, (iv) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby such Trademark may become invalidated provided that the Pledgors shall not be obligated to preserve or maintain any Trademark in the event the Pledgor determines, in its reasonable business judgment, that the Trademark is no longer necessary or desirable for the conduct of its business and all such failures to preserve or maintain could not, in the aggregate, be reasonably expected to have a Material Adverse Effect.

(b) No Pledgor will do any act, or knowingly omit to do any act, whereby any material Patent may become abandoned or dedicated, provided that such Pledgor shall not be obligated to preserve or maintain any Patent in the event such Pledgor determines, in its reasonable business judgment, that the Patent is no longer necessary or desirable for the conduct of its business and all such failures to preserve or maintain could not, in the aggregate, be reasonably expected to have a Material Adverse Effect.

(c) Each Pledgor will notify the Administrative Agent (who shall promptly notify the Lenders) as soon as possible if it knows, or has reason to know, that any application or registration relating to any material Patent or Trademark may become abandoned or dedicated, or of any adverse determination (including, without limitation, the institution of, or any such determination in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in any country) or the institution of any proceeding in any court in any tribunal in any country, regarding such Pledgor's ownership of any material Patent or Trademark or its right to register the same or to keep and maintain the same.

(d) Whenever any Pledgor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Trademark or the grant of any Patent with the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, such Pledgor shall report such filing to the Administrative Agent (who shall promptly notify the Lenders) within five Business Days after the last day of the fiscal quarter in which such filing occurs. Upon request of the Administrative Agent, such Pledgor shall execute and deliver any and all agreements, instruments, documents, and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Lenders, security interest in any Patent or Trademark and the goodwill and general intangibles of such Pledgor relating thereto or represented thereby.

(e) Each Pledgor will take all reasonable and necessary steps, including, without limitation, all reasonable steps in any proceeding before the United States Patent and Trademark Office, or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Patents and Trademarks, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(f) In the event that any Patent or Trademark included in the Collateral is infringed, misappropriated or diluted by a third party, the relevant Pledgor shall (i) take such actions as such Pledgor shall reasonably deem appropriate under the circumstances to protect such Patent or Trademark and (ii) if such Patent or Trademark is of material economic value, promptly notify the Administrative Agent (who shall promptly notify the Lenders) after it learns thereof and, to the extent consistent with reasonable business practices, sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

7. Remedies

7.1 Notice to Obligors and Contract Parties. Upon the request of the Administrative Agent at any time after the occurrence and during the continuance of an Event of Default, each Pledgor shall notify obligors on the Receivables and parties to the Contracts that the Receivables and the Contracts have been assigned to the Administrative Agent for the ratable benefit of the Lenders and that payments in respect thereof shall be made directly to the Administrative Agent.

7.2 Proceeds to be Turned Over To Administrative Agent. In addition to the rights of the Administrative Agent and the Lenders specified in Section 5.3 with respect to payments of Receivables, if an Event of Default shall occur and be continuing all Proceeds received by any Pledgor consisting of cash, checks and other near-cash items shall be held by such Pledgor in trust for the Administrative Agent and the Lenders, segregated from other funds of such Pledgor, and shall, forthwith upon receipt by such Pledgor, be turned over to the Administrative Agent in the exact form received by such Pledgor (duly indorsed by such Pledgor to the Administrative Agent, if required) and held by the Administrative Agent in a Collateral Account maintained under the sole dominion and control of the Administrative Agent. All Proceeds while held by the Administrative Agent in a Collateral Account (or by any Pledgor in trust for the Administrative Agent and the Lenders) shall continue to be held as collateral security for all the Secured Obligations and shall not constitute payment thereof until applied as provided in Section 7.3.

7.3 Application of Proceeds. At such intervals as may be agreed upon by the Pledgors and the Administrative Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election, the Administrative Agent may apply all or any part of Proceeds held in any Collateral Account in payment of the Secured Obligations in the order set forth in the Credit Agreement, and any part of such funds which the Administrative Agent elects not so to apply and deems not required as collateral security for the Secured Obligations shall be paid over from time to time by the Administrative Agent to the

relevant Pledgor or to whomsoever may be lawfully entitled to receive the same. Any balance of such Proceeds remaining after the Secured Obligations shall have been paid in full and the Commitments shall have expired or otherwise been terminated shall be paid over to the Pledgors or to whomsoever may be lawfully entitled to receive the same.

7.4 Code Remedies. If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Lenders may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Pledgor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any Lender or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Pledgor, which right or equity is hereby waived or released. Each Pledgor further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall select, whether at such Pledgor's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this subsection, after deducting all costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the Lenders hereunder, including, without limitation, attorneys' fees and disbursements, to the payment in whole or in part of the Secured Obligations, in such order as the Administrative Agent may elect, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(l)(c) of the Code, need the Administrative Agent account for the surplus, if any, to the Pledgors. To the extent permitted by applicable law, each Pledgor waives all claims, damages and demands it may acquire against the Administrative Agent or any Lender arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition.

7.5 Waiver; Deficiency. Each Pledgor waives and agrees not to assert any rights or privileges which it may acquire under Section 9-112 of the Code. Each Pledgor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the Secured Obligations and the fees and disbursements of any attorneys employed by the Administrative Agent or any Lender to collect such deficiency.

8. Administrative Agent's Appointment as Attorney-in-Fact, Administrative Agent's Performance of Pledgors' Obligations.

8.1 Powers. Each Pledgor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Pledgor and in the name of such Pledgor or in its own name, from time to time in the Administrative Agent's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each Pledgor hereby gives the Administrative Agent the power and right, on behalf of such Pledgor, without notice to or assent by such Pledgor, to do any or all of the following:

(a) in the name of such Pledgor or its own name, or otherwise, take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Receivable or Contract or with respect to any other Collateral and file any claim or take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Receivable or Contract or with respect to any other Collateral whenever payable;

(b) in the case of any Patent or Trademark, execute and deliver any and all agreements, instruments, documents, and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Lenders' security interest in such Patent or Trademark and the goodwill and general intangibles of such Pledgor relating thereto or represented thereby;

(c) pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof;

(d) execute, in connection with the sale provided for in Section 7.4 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral; and

(e) (i) direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (ii) ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (iii) sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (iv) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral;

(v) defend any suit, action or proceeding brought against such Pledgor with respect to any Collateral; (vi) settle, compromise or adjust any such suit, action or proceeding and, in connection therewith, to give such discharges or releases as the Administrative Agent may deem appropriate; (vii) assign any Patent or Trademark (along with the goodwill of the business to which any such Patent or Trademark pertains), throughout the world for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (viii) generally, sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and do, at the Administrative Agent's option and such Pledgor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the Lenders' security interests therein and to effect the intent of this Agreement, all as fully and effectively as such Pledgor might do.

Anything in this subsection to the contrary notwithstanding, the Administrative Agent agrees that it will not exercise any rights under the power of attorney provided for in this subsection unless an Event of Default shall have occurred and be continuing.

8.2 Performance by Administrative Agent of Pledgors' Obligations. If any Pledgor fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement.

8.3 Pledgors' Reimbursement Obligation. The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section, together with interest thereon at a rate per annum equal to the rate per annum at which interest would then be payable on past due Base Rate Loans under the Credit Agreement, from the date of payment by the Administrative Agent to the date reimbursed by the Pledgors, shall be payable by the Pledgors to the Administrative Agent on demand.

8.4 Ratification; Power Coupled With An Interest. Each Pledgor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. All powers, authorizations and agencies contained in this Agreement are coupled with an interest and are irrevocable until this Agreement is terminated and the security interests created hereby are released.

9. Duty of Administrative Agent. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any Lender nor any of their respective officers, directors, employees or agents shall be liable for failure to demand, collect or realize upon any of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Pledgor or any other Person or to take any other action whatsoever with regard to the Collateral or any part thereof. The powers conferred on the Administrative Agent and the

Lenders hereunder are solely to protect the Administrative Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Lender to exercise any such powers. The Administrative Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Pledgor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

10. Execution of Financing Statements. Pursuant to Section 9-402 of the Code, each Pledgor authorizes the Administrative Agent to file financing statements with respect to the Collateral without the signature of such Pledgor in such form and in such filing offices as the Administrative Agent determines appropriate to perfect the security interests of the Administrative Agent under this Agreement. A carbon, photographic or other reproduction of this Agreement shall be sufficient as a financing statement for filing in any jurisdiction.

11. Authority of Administrative Agent. Each Pledgor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Pledgors, the Administrative Agent shall be conclusively presumed to be acting as agent for the Lenders with full and valid authority so to act or refrain from acting, and the Pledgors shall be under no obligation, or entitlement, to make any inquiry respecting such authority.

12. Notices. All notices, requests and demands to or upon the Administrative Agent or any Pledgor to be effective shall be made in the manner provided in Section 9.2 of the Credit Agreement, in each case addressed as follows or to such other address as may be hereafter notified by the respective parties hereto:

(a) if to the Administrative Agent, at its address or transmission number for notices specified in Section 9.2 of the Credit Agreement; and

(b) if to any Pledgor, at its address or transmission number for notices set forth under its signature below.

13. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14. Amendments in Writing; No Waiver; Cumulative Remedies.

14.1 Amendments in Writing. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument

executed by each Pledgor and the Administrative Agent (on behalf of the Lenders or the Required Lenders) as the case may be, provided that any provision of this Agreement imposing obligations on any Pledgor may be waived by the Administrative Agent in a written instrument executed by the Administrative Agent.

14.2 No Waiver by Course of Conduct. Neither the Administrative Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 14.1 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent, or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such Lender would otherwise have on any future occasion.

14.3 Remedies Cumulative. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any other rights or remedies provided by law.

15. Section Headings. The Section and subsection headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

16. Successors and Assigns. This Agreement shall be binding upon the successors and assigns of the Pledgors and shall inure to the benefit of the Administrative Agent and the Lenders and their successors and assigns.

17. Governing Law; Consent to Jurisdiction and Venue.


(a) EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE LOAN DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS SECURITY AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA. EACH PLEDGOR HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN NEW YORK CITY SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN SUCH PLEDGOR AND THE ADMINISTRATIVE AGENT AND LENDERS PERTAINING TO THIS SECURITY AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS SECURITY AGREEMENT, THE CREDIT AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS, PROVIDED, THAT THE ADMINISTRATIVE AGENT AND PLEDGORS ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE

HEARD BY A COURT LOCATED OUTSIDE OF NEW YORK CITY AND, PROVIDED, FURTHER, THAT NOTHING IN THIS SECURITY AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE THE ADMINISTRATIVE AGENT OR ANY LENDER FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE ADMINISTRATIVE AGENT. PLEDGORS EXPRESSLY SUBMIT AND CONSENT IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND PLEDGORS HEREBY WAIVE ANY OBJECTION WHICH PLEDGORS MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENT TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. PLEDGORS HEREBY WAIVE PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREE THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO PLEDGORS AT THE ADDRESSES SET FORTH IN SECTION 9.2 OF THE CREDIT AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF EACH PLEDGOR'S ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER DEPOSIT IN THE U.S. MAIls, PROPER POSTAGE PREPAID.

(b) MUTUAL WAIVER OF JURY TRIAL. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX FINANCIAL TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WISH APPLICABLE STATE AND FEDERAL LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUITE, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, BETWEEN THE PARTIES ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH, THIS SECURITY AGREEMENT, THE CREDIT AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR THE TRANSACTIONS THERETO.

IN WITNESS WHEREOF, each of the undersigned has caused this Security Agreement to be duly executed and delivered as of the date first above written.

KING EDWARD TECHNOLOGY, INC.

By 

Robert A. Britton
Title: Vice President

Address: 20 Thorndal Circle
Darien, CT 06820
Fax: 203.656.3151


MARTIN BROTHERS INTERNATIONAL,
INC.

By 

Robert A. Britton
Title: Vice President

Address: 20 Thorndal Circle
Darien, CT 06820
Fax: 203.656.3151

SWISHER INTERNATIONAL FINANCE
COMPANY

By 

Robert A. Britton
Title: Vice President


Address: 20 Thorndal Circle
Darien, CT 06820
Fax: 203.656.3151

SWISHER INTERNATIONAL, LTD.

By 
Robert A. Britton
Title: Vice President

Address: 20 Thorndal Circle
Darien, CT 06820
Fax: 203.656.3151

SWISHER INTERNATIONAL EXPORT, INC.

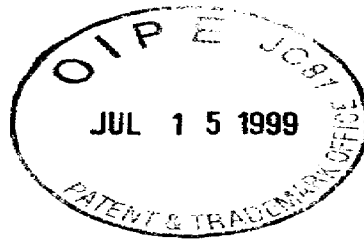
By 
Robert A. Britton
Title: Vice President

Address: 20 Thorndal Circle
Darien, CT 06820
Fax: 203.656.3151

SWISHER SANTIAGO ENTERPRISES, INC.

By 
Robert A. Britton
Title: Vice President

Address: 20 Thorndal Circle
Darien, CT 06820
Fax: 203.656.3151



SCHEDULE 1

UNITED STATES PATENTS

PATENT LICENSES

SCHEDULE 2, PART I

<u>Trademark</u>	<u>Reg. No.</u>	<u>Dated</u>
LA DILIGENCIA Label	88,169	9-3-12
7-20-4 & Design	183,038	4-22-24
R.G. SULLIVAN'S	183,039	4-22-24
BERING Label	185,311	6-10-24
BLACKSTONE	207,484	1-5-26,
KING EDWARD THE SEVENTH & Portrait	219,035	10-12-26
BERING Label Design	245,639	8-21-28
BERING Label Design	245,778	8-21-28
LA FLAMINGO & Design	262,165	10-1-29
Portrait Design	274,834	9-9-30
KING ALBERT	275,172	9-16-30
SANTA FE & Design	317,621	10-2-34
SANTA FE & Design	317,622	10-2-34
S & S	343,162	2-9-37
Label Design	346,533	6-1-37
KING EDWARD S&S Label Design	360,430	9-20-38
PATTIES & Design	370,307	8-22-39
SANTA FE	396,981	8-11-42
SOLITAIRE	444,356	12-12-50
CASA MARINA & Design	501,654	8-17-48
MAIL POUCH & Design	501,855	8-24-48
MAIL POUCH (Stylized)	502,027	9-7-48
SANTA FE CHIEF	502,033	9-7-48

<u>Trademark</u>	<u>Reg. No.</u>	<u>Dated</u>
EIGHT BROTHERS (Stylized)	502,168	9-14-48
TRUMPS (Stylized)	502,169	9-14-48
WHALEN	506,972	2-22-49
O.B.JOYFUL (Stylized)	506,973	2-22-49
BONUS	510,619	6-7-49
SANTA FE HIGH GRADE & Design	512,431	7-19-49
SOCIETY (Stylized)	519,081	12-20-49
THREE THISTLES	519,082	12-20-49
VIKING (Stylized)	519,083	12-20-49
22 in Oval Design	519,084	12-20-49
SANTA FE HIGH GRADE & Design	522,537	3-21-50
LADIES CHOICE (Stylized)	527,177	7-4-50
RIALTO	528,456	8-1-50
WORKMATE	534,601	12-12-50
FLAMINGO & Design	535,300	12-26-50
LA PRIMADORA	543,255	6-5-51
CRITERION	552,842	1-1-52
SUPERIOR G & Design	562,934	8-19-52
SQUARE & Design	567,290	12-2-52
NAVY	569,848	2-3-53
RAILROAD MILLS	573,096	4-14-53
DIXIE MAID & Design	577,985	7-28-53
ROYAL GOLD	577,986	7-28-53
CHECKERBERRY (Stylized)	578,393	8-11-53

<u>Trademark</u>	<u>Reg. No.</u>	<u>Dated</u>
STRAWBERRY (Stylized)	578,395	8-11-53
WILD CHERRY	578,396	8-11-53
POM POM OPERAS & Design	586,551	3-9-54
HUNTER & Horse Design	592,138	7-6-54
HUNTER	596,984	10-19-54
KING EDWARD THE SEVENTH & Design	604,727	4-19-55
KING EDWARD THE SEVENTH & Portrait	604,728	4-19-55
EL TRELLES	622,033	2-28-56
Woman Design	622,034	2-28-56
KEEP MOVING	622,036	2-28-56
BACCHANTE & Design	651,960	9-24-57
TUB & Design	664,294	7-15-58
SILVER CUP & Design	665,637	8-12-58
EMS & Design	685,013	9-15-59
J-A	696,285	4-19-60
J-A & Design	696,286	4-19-60
COMPEER	709,845	1-17-61
SUAIVITY	709,846	1-17-61
SWISHER SWEETS & Design	735,560	8-7-62
TREAT YOURSELF TO THE BEST	739,649	10-23-62
COAT OF ARMS	751,156	6-18-63
BESTOVAL & Design	751,157	6-18-63

<u>Trademark</u>	<u>Req. No.</u>	<u>Dated</u>
HAMILTON-HARRIS & CO.'S HOME MADE	751,159	6-18-63
COAT OF ARMS & Design	752,795	7-16-63
BERING Blue Label & Label Design	752,796	7-16-63
LA PRIMADORA FALCON	754,475	8-13-63
EL TRELLES	754,476	8-13-63
SCHERMERHORN'S FLAKE MIXTURE & Design	754,477	8-13-63
SCHERMERHORN'S & Design	754,478	8-13-63
SCHERMERHORN'S	754,479	8-13-63
FUTURA	763,778	1-28-64
LA PRIMADORA DIPLOMAT	769,829	5-19-64
SPANISH COLONIAL STYLE & Design	770,226	5-26-64
DIXIE	787,048	3-23-65
UNIVERSAL	789,564	5-18-65
MIRAMAR	791,300	6-22-65
OPTIMO	794,683	8-24-65
LA PRIMADONNA	804,150	2-22-66
BOLERO	812,412	8-9-66
AMS & Design	819,403	11-29-66
Geometric Design	821,040	12-27-66
SMS & Design	826,754	4-4-67
SANTAELLAS	834,598	9-5-67
OLYMPIA	834,600	9-5-67
THORA	834,974	9-12-67
KING EDWARD	835,375	9-19-67

<u>Trademark</u>	<u>Reg. No.</u>	<u>Dated</u>
77 & Design	840,774	12-19-67
ULTIMA	842,741	1-23-68
CAMARO	847,284	4-9-68
EPOCA	850,888	6-18-68
SANTA FE & Design	868,126	4-15-69
BRAN-DEE	882,294	12-9-69
VAN DER MEER	882,740	12-23-69
LA PRIMADORA & Design	883,185	12-30-69
AS YOU LIKE IT	897,243	8-25-70
HHS	899,078	9-22-70
BERING 9/09	900,064	10-6-70
"200"	927,158	1-18-72
JACKSON'S APPLEJACK	987,210	7-2-74
R.G. SULLIVAN'S DEXTER & Design	992,974	9-10-74
HADDON HALL	1,019,681	9-2-75
LA INTIMIDAD DE ANTONIO CARUNCHO & Design	1,052,029	11-2-76
DON JULIO	1,059,528	2-15-77
LA DILIGENCIA & Design	1,089,403	4-11-78
BERING	1,096,231	7-11-78
BRINDLEY'S	1,098,309	8-1-78
CHATTANOOGA CHEW	1,107,484	11-28-78
GOLD RIVER	1,178,412	11-17-81
SILVER CREEK	1,179,453	11-24-81
WESTERN CUT	1,193,736	4-13-82

<u>Trademark</u>	<u>Req. No.</u>	<u>Dated</u>
TAMPIMPORT	1,195,351	5-11-82
COUNTRY ROADS	1,221,983	12-28-82
REDWOOD	1,282,752	6-19-84
CIGAR BAR	1,346,967	7-2-85
COOPER	1,363,661	10-1-85
LANCASTER & Design	1,401,491	7-15-86
JUDD	1,470,891	12-29-87
COUNTRY BLEND	1,547,631	7-11-89
MAIL POUCH SELECT & Design	1,654,065	8-13-91
KING EDWARD DIAMONDS	1,693,471	6-9-92
BUTTERCUP	1,712,068	9-1-92
STARBRITE	1,724,105	10-13-92
HONEY BEE	1,726,093	10-20-92
SWISHER SWEETS	1,729,732	11-3-92
OUTLAWS	1,759,228	3-16-93
SWISHER INTERNATIONAL, INC. & Design	1,792,861	9-14-93
STARR VALUE	1,836,338	5-10-94
SUPERIOR VALUE	1,890,652	4-18-95
SWISHER	1,908,708	8-1-95
HELME	1,957,231	2-20-96
BOWIE	1,967,254	4-9-96

<u>Trademark</u>	<u>Reg. No.</u>	<u>Dated</u>
EARL CAULFIELD'S	2,037,216	2-11-97
SABROSO	2,058,311	4-29-97
FLOR DE JALAPA	2,062,192	5-13-97
SUPERIOR VALUE & Des.	2,070,971	6-17-97
SANTIAGO SILK	2,160,721	5-26-98
CORRAL, WODISKA'S CAZADORES	2,161,388	6-2-98
TIBURON	2,170,830	7-7-98
OPTIMO BRIGADIER	2,241,236	4-20-99
MACBETH	2,231,235	3-9-99
LA INTIMIDAD	2,232,161	3-16-99

PENDING UNITED STATES TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Appln. Serial No.</u>	<u>Application Date</u>
TOPS & Design	75/578,629	10-28-98
WOMAN Design	75/686,849	4-19-99

TRADEMARK LICENSES

SCHEDULE 2, PART II

FOREIGN TRADEMARKS

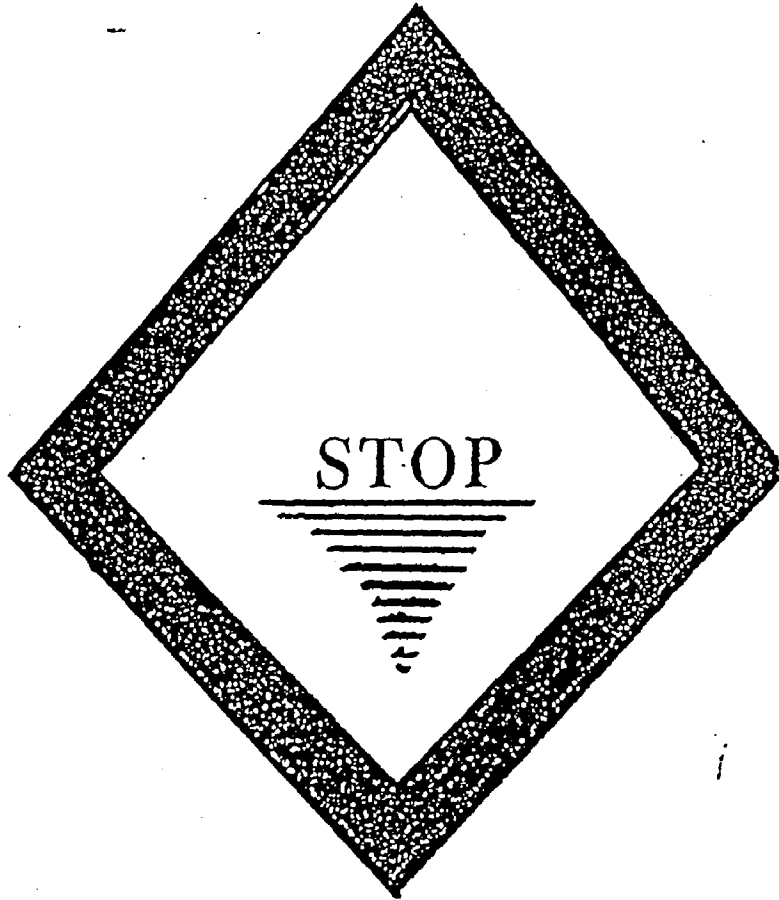
TRADEMARK LICENSES

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